



OFFICE OF THE GENERAL COUNSEL

Council of the District of Columbia
1350 Pennsylvania Avenue NW, Suite 4
Washington, DC 20004
(202) 724-8026

January 18, 2013

VIA EMAIL

Tom MacWright
tom@macwright.org

RE: Council FOIA Matter 2013-002

Dear Mr. MacWright:

This letter is in response to your Freedom of Information Act request to the Council of the District of Columbia for a copy of the Council's contract with LexisNexis for calendar year 2013.

The requested record is attached. Redactions were made in accordance with D.C. Official Code § 2-534(a)(2), where the release of information to the public does not outweigh the personal privacy interest of an individual and where disclosure of the information would inhibit the public from reporting illegal activity or filing complaints. Based on this exemption, the names, home telephone numbers, addresses, and email addresses of individuals that fall within those categories have been redacted.

If you are dissatisfied with the determinations set forth in this letter, you may file a civil action in the Superior Court of the District of Columbia pursuant to D.C. Official Code § 2-537(a-1).

Please don't hesitate to contact me at 202.724.8026 or vzvenyach@dccouncil.us if you have any questions or concerns about this matter.

Regards,

/s/ V. David Zvenyach

V. David Zvenyach
General Counsel

SOLICITATION, OFFER, AND AWARD		1. Caption Publication of DC Official Code and Replacement Volumes		Page of Pages 1 24	
2. Contract Number	3. Solicitation Number DCAB-2013-R-00FP	<input type="checkbox"/> Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency		5. Date Issued 3/27/12	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open Market with Set-Aside <input type="checkbox"/> SBE Designated Category
7. Issued By Council of the District of Columbia Office of the Secretary 1350 Pennsylvania Avenue, N.W., Suite 5 Washington, D.C. 20004		8. Address Offer to: Council of the District of Columbia Office of the Secretary 1350 Pennsylvania Avenue, N.W., Suite 5 Washington, DC 20004			

NOTE: In sealed bid solicitations "offer" or "offeror" means "bid" or "bidder"

SOLICITATION

9. Sealed Offers shall be furnished to Dawn Cromer on or before April 24, 2012 by 4:00 PM

Located at Council of the District of Columbia, Office of the Secretary, 1350 Pennsylvania Avenue, NW., Suite 5, Washington, DC 20004 until 4:00 PM

CAUTION: Late submission, Modifications and Withdrawals are subject to all terms & conditions contained in solicitation.

10. For Information Contact	A. Name		B. Telephone		C. E-mail Address
	Dawn Cromer	(Area Code) 202	(Number) 724-8127	(Ext)	dcromer@dccouncil.us


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11. Table of Contents							
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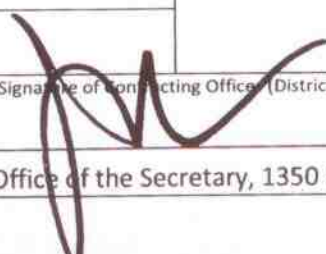
OFFER

12. In conjunction with the above, the undersigned agrees, if this offer is accepted within 120 calendar days from the receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment	10 Calendar days % 0	20 Calendar days % 0	30 Calendar days % 0	Calendar days % 0
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror Matthew Bender & Co., Inc. c/o Brian Kennedy 701 E Water Street Charlottesville, VA 22902	16. Name and Title of Person Authorized to Sign Offer/Contract Anders P. Ganten Senior Director Government Content Acquisition
15B. Telephone (Area Code) 434 (Number) 972-7614 (Ext)	17. Signature 
<input checked="" type="checkbox"/> 15 C. Check if remittance address is different from above - Refer to section G.	18. Award Date

AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation
22. Name of Contracting Officer (Type or Print) JAMANE A. TAYLOR	23. Signature of Contracting Officer (District of Columbia) 	24. Award Date 7/11/2012



Council of the District of Columbia, Office of the Secretary, 1350 Pennsylvania Avenue, N.W., Suite 5

DC (11-2004)

ATTACHMENT A

B.3 PRICE SCHEDULE

*The District does not guarantee that the Bidder will receive the estimated quantity.

B.3.1 BASE YEAR

Contract Line Item No. (CLIN)	Item Description (as specified in Section C.5)	Estimated Quantity	Unit (\$)	Price Per Unit (Each)	Maximum Total Price
C.2.1	DC Code Online (Section J.1.1)	1	Set	\$ 0	\$ 0
C.2.4	Cumulative Pocket Parts and Index (Section J.1.1)	490	Set	\$ 115.00	\$ 56,350
C.2.4	Cumulative Pamphlet Supplements (Section J.1.1)	490	Set	\$ 66.00	\$ 32,340
C.2.4	Replacement Volumes (Section J.1.1)	490	Set	\$ 33.00*	\$ 16,170*
B.1	D.C. Court Rules Annotated or Otherwise	2	Set	\$ 0	\$ 0
C.4	CD-Rom Version of the D.C. Official Code	10	Ea	\$ 0	\$ 0
BASE YEAR TOTAL					\$ 104,860

* Unit price and maximum total price is for 1 replacement volume.

PAYMENT IDENTIFICATION NO.

The District of Columbia has an automated vendor data base. The system is the Data-Universal-Numbering-System (D-U-N-S) which is a numbering system designed and maintained by the Dun & Bradstreet Corporation. All firms are required to submit their D-U-N-S number as part of their offer. To determine if you have a valid D-U-N-S number, please contact the closest Dun & Bradstreet Office. If a number has not been previously assigned to your firm, you must get one assigned. There is no charge to have a number assigned nor does Dun & Bradstreet require you to provide credit rating information in order to receive a D-U-N-S number.

Individuals must submit their social security numbers since D-U-N-S numbers are not assigned to individuals.

Please list below applicable vendor information:

D-U-N-S Number	<u>00-207-3997</u>
Federal Tax ID Number	<u>██████ 9170</u>
Social Security Number	<u>N/A</u>
Legal Name of Entity Assigned this Number	<u>Matthew Bender & Co., Inc.</u>
Street Address and/or Mailing Address	<u>701 E Water Street Charlottesville,</u>
City, State, Zip Code	<u>VA 22902</u>
Type of Business	<u>Legal Publishers</u>
Telephone Number	<u>434.972.7614</u>

PAYMENT UNDER TERMS OF ANY CONTRACT RESULTING FROM THIS SOLICITATION WILL BE HELD IN ABEYANCE PENDING RECEIPT OF A VALID TAX ID NUMBER, D-U-N-S NUMBER OR SOCIAL SECURITY NUMBER.

PART I

SECTION B — SUPPLIES OR SERVICES AND PRICE/COST

- B.1 The Council of the District of Columbia, Office of the Secretary, is seeking a Contractor to publish the District of Columbia Official Code, 2001 Edition ("D.C. Official Code" or "2001 Edition") online and to prepare, print and bind the D.C. Official Code pocket parts, pamphlet supplements, replacement volumes, replacement indexes, District of Columbia Court Rules, and D.C. Official Code on CD-Rom. The Council will purchase 490 sets of replacement and supplemental materials to the 2001 Edition under the contract. The Contractor will ship 40 sets to the Council and 450 sets to individual agencies of the District and federal governments. The Council will provide the Contractor with a current list of agencies that use the 2001 Edition. The Contractor will be expected to supply these materials and provide sufficient material to meet the demand of the public.
- B.1.2 The duration of the resulting contract will be one (1) year with four (4) option years.
- B.1.3 This solicitation places a greater emphasis on the maintenance of the D.C. Code Official Code online than prior solicitations to publish the D.C. Official Code as a reflection of the growing demand for the online product.
- B.1.4 Offerors must submit their price proposal on the Schedule Price Matrix provided for this purpose incorporated herein as Attachment J.1
- B.2 **ORDERING CLAUSE**
- B.2.1 Any services to be furnished under this agreement must be ordered by issuance of a purchase order by the Contracting Office or Ordering Official. Such orders may be issued during the term of this agreement.
- B.2.2 All purchase orders are subject to the terms and conditions of this agreement. In the event of a conflict between the purchase order and this agreement, the agreement shall control.
- B.2.3 If mailed, the purchase order is considered "issued" when the Council of the District of Columbia deposits the order in the mail. Orders may be issued by

facsimile or by electronic commerce methods.

SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 INTRODUCTION

- C.1.1 The contract requirements relate to the publication of the D.C. Official Code, 2001 Edition ("D.C. Official Code ") online, the current 24 bound volumes, the annual bound index, the biannual updating of the D.C. Official Code, production of the D.C. Official Code on CD-ROM, and the sale of the D.C. Official Code to the public.

C.2 SCOPE OF WORK

C.2.1 MAINTENANCE OF THE D.C. OFFICIAL CODE ONLINE

- C.2.2 The Contractor will publish the D.C. Official Code online, without annotations citing to court decisions, on a website dedicated to the District of Columbia Official Code online. The D.C. Official Code online will be available at all times to the public. The Contractor will design the D.C. Official Code online at the direction of the Codification Counsel. At least 2 employees of the Council's Office of the General Counsel will have the ability to update the D.C. Official Code online at any time. In concert with the Contractor, the employees will have the ability to update the D.C. Official Code online after Council enrollment of legislation and before the legislation becomes effective as law. The amendments to the D.C. Official Code online made by the employees shall remain hidden from the public and not become part of the D.C. Official Code online until the Codification Counsel indicates that the amendments have become law. Once the Codification Counsel has so indicated, the amendments to the D.C. Official Code online shall appear online and be available to the public. The Contractor must be flexible in the design of the website and comply with all design elements and upgrades required by the Codification Counsel. To the extent that the employees of the Office of the General Counsel are able to effectuate design changes to the D.C. Official Code online, they will have the freedom to do so as they determine. The Contractor shall supply all necessary training to the employees as required for the employees to maintain the D.C. Official Code online in a manner consistent with this paragraph. The copyright to the D.C. Official Code online shall be in the name of the District of Columbia.

- C.2.3 Users of the D.C. Official Code online will be able to search the D.C. Official Code online by specific words or phrases or section numbers, and view and print multiple sections within chapters of the D.C. Official Code.

C.2.4 **PREPARATION OF CUMULATIVE SUPPLEMENTS AND REPLACEMENT VOLUMES**

- C.2.5 The Contractor shall prepare the text of 1) the annual cumulative pocket part supplements for all volumes of the D.C. Official Code; 2) the annual pamphlet supplements; and 3) the replacement volumes of the D.C. Official Code as directed by the Codification Counsel. The Contractor shall maintain the format of the D.C. Official Code substantially in its present form. Which volumes of the D.C. Official Code to be replaced on an annual basis will be determined by the Codification Counsel in consultation with the Contractor. It is anticipated that the Council may replace between 0 and 3 volumes per year.
- C.2.6 The Contractor shall prepare and update the tables included in Volume 23 of the D.C. Official Code as directed by the Codification Counsel.
- C.2.7 The Contractor shall prepare and update the following items for each statutory provision in the cumulative supplements and replacement volumes:
- C.2.7.1 Annotations to court decisions that interpret or involve sections in the D.C. Official Code, including decisions of the Superior Court of the District of Columbia published in the Daily Washington Law Reporter, and decisions reported in the Atlantic Reporter, Federal Supplement; Federal Reporter, and the Supreme Court Reporter.
- C.2.7.2 Cross references, at the direction of the Codification Counsel, to related D.C. Code provisions and other sections of the District of Columbia Municipal Regulation, D.C. Official Code, or U.S. Code that make reference to the subject section;
- C.2.7.3 Citations to prior law that is repealed or amended by the subject section (historical cite lines to repealed law shall remain intact);
- C.2.7.4 Historical annotations that provide the following Legislative history of the subject section: D.C. Law No., not including temporary laws, or Public Law No.: D.C. Register Cite or Statute-At-Large cite; effective or approval date;
- C.2.7.5 Synopses of amendments made to the subject section;
- C.2.7.6 References to pertinent emergency legislation, Mayor's Orders, and resolutions;
- C.2.7.7 Notes referencing changes in the District of Columbia government structure, as directed by the Codification Counsel;

- C.2.7.8 Annotations to court decisions regarding prior law that was repealed or replaced by the subject section;
- C.2.7.9 Notations, where appropriate, within the historical citation of the subject section denoting that the section amended prior law by either adding a new section or redesignating a section of that law;
- C.2.7.10 Legislative history of law notes;
- C.2.7.11 Short titles notes especially to omnibus legislation and the annual budget support act;
- C.2.7.12 Effective date notes;
- C.2.7.13 Implementing regulations notes;
- C.2.7.14 Editor's notes;
- C.2.7.15 Amendment notes;
- C.2.7.16 Applicability date notes;
- C.2.7.17 Sunset provision notes;
- C.2.7.18 Expiration date notes; and
- C.2.7.19 Such other notes as are specifically needed, at the direction of the Codification Counsel.
- C.2.8 Temporary laws shall not be included in the historic cite lines
- C.2.9 The Contractor shall be responsible for editorial work, composition, consolidation, presswork, preparation of text and notes, and binding. The Contractor shall use the layout, style, arrangement, paper, type size, style and area, page trim size, type face, type size or text, notes, catch lines, chapter analysis and running heads, margins of head, foot, back and front, ink, cover, binding, page numbering, tables of contents, section head notes, running heads, user's guide, telltale grammatical corrections, format, and other specifications used in the publication of the 2001 Edition volumes, as amended by these contract specifications.
- C.2.10 The Contractor shall be responsible for setting of composition. Type size, grammatical corrections, and format shall be substantially identical to the

2001 edition and conducive to readability. The Contractor shall minimize the bulk within the rear cover of each supplemented volume.

C.2.11 The Contractor shall use 35 pound, by weight, or heavier book publishing grade paper for the cumulative pocket part supplements.

C.2.12 Trim size for the supplements shall be 6-1/8" X 9-7/8" and trim size for the bound volumes shall be 6-5/8 x 10".

C.3 **PREPARATION OF THE INDEX**

C.3.1 The Contractor shall prepare a cumulative replacement index which shall include all laws in the cumulative pocket part supplements and the replacement volumes. The Contractor shall use 35 pound, by weight, or heavier book publishing grade paper for the replacement index. The Contractor shall engage the services of a professional indexer in preparation of the annual index.

C.3.2 **PUBLICATION OUTSIDE THE SUPPLEMENTS AND REPLACEMENT VOLUMES**

C.3.3 At no time may the Contractor publish the text in any form as a codification, classification, or merger of the laws of the District of Columbia without the approval of the Codification Counsel.

C.4 The Contractor shall provide the entire D.C. Official Code on CD-Rom, along with D.C. court cases, for sale to the public.

C.4.1 The Contractor shall provide 10 copies of the D.C. Official Code on CD-Rom to the Council at no additional charge.

C.5 **COPYRIGHT**

C.5.1 The cumulative pocket part supplement and the pamphlet supplements to each volume, the replacement indexes, and the replacement volumes to be designated shall indicate the copyright of the District of Columbia over its contents and shall be copyrighted in the name of the District of Columbia.

C.6 **ERRATA SHEET**

C.6.1 Errata sheets to correct errors in the annual cumulative pocket part supplement's and replacement volumes shall be prepared and distributed by the Contractor, in consultation with and at the direction of the Codification Counsel. Errata sheets shall be used to correct errors which, in the opinion of the Codification Counsel, may substantially mislead the

public.

- C.7.2 The Council maintains all enrolled legislation in the most current version of either Word Perfect or Microsoft Word. The Contractor may receive all legislation via electronic transfer.

C.8 **QUALIFICATION OF EDITORS**

- C.8.1 Only a person holding a law degree from an ABA accredited law school shall be allowed to serve as an editor of the text for the cumulative pocket part supplements and the replacement volumes prepared under this contract. The person or persons responsible for editing the D.C. Official Code shall demonstrate a thorough knowledge of the local legislative process in the nation's capital including the Council's use of emergency, temporary, and permanent legislation, and the roles played by the United States Congress in the District's legislative process.

C.9 **EQUIPMENT LIST**

- C.9.1 Each offeror shall list the equipment it will use to maintain the D.C. Official Code online and to produce the cumulative pocket part supplements, the replacement volumes to be designated, and the replacement index.

C.10 **RESPONSIBILITIES OF THE DISTRICT OF COLUMBIA**

- C.10.1 The Codification Counsel shall make the ultimate decisions as to the material to be included in the cumulative pocket part supplements, the replacement volumes, the CR-Roms, the D.C. Official Code online, and any D.C. law codified by the Contractor in any form, at any time, during the life of the contract. No material may be published or marketed as District law without approval of the Codification Counsel.
- C.10.2 The Codification Counsel shall approve the format and wording of notes and annotations.
- C.10.3 The Codification Counsel shall provide the Contractor with the following source material:
- C.10.3.1 Electronic copies of pertinent laws and emergency legislation enacted by the Council, cites to pertinent federal laws, cites to pertinent rules that require cross reference to pertinent sections of the D.C. Official Code, cites of pertinent Mayor's Orders and resolutions, and cites to pertinent initiatives and reorganization plans;

- C.10.3.2 Legislative history information for pertinent laws and emergency legislation;
- C.10.3.3 Preliminary placement charts for emergency, temporary, and permanent D.C. laws, U.S. public laws, resolutions, D.C. Municipal Regulation, Mayor's Orders, miscellaneous corrections, initiatives, reorganization plans, and rules amending controlled substances schedules; and
- C.10.3.4 Information needed to update the D.C. Laws Not Codified Table.

C.11 **PROOFREADING**

- C.11.1 The Contractor shall be held wholly responsible for proofreading the entire work and delivering the finished work completely free of errors. Galley proofs of each cumulative pocket part supplement, pamphlet supplement and replacement volumes shall be provided to the Codification Counsel for review at least three (3) weeks prior to final printing of each pocket part supplement and replacement volume. Errors discovered by the Codification Counsel during the course of this review shall be transmitted to the Contractor by telephone or in writing and corrected by the Contractor in the final printing.

C.12 **MARKETING RESPONSIBILITIES**

C.12.1 **SALES TO SUBSCRIBERS**

- C.12.2 The offeror shall include as part of this offer an estimate of the projected cost to subscribers, other than the District government, of the cumulative pocket part supplements, pamphlet supplements, replacement volumes, and the replacement index. The offeror shall project the maximum prices to be charged for the set which includes the cumulative pocket part supplements, pamphlet supplements, replacement volumes, and the replacement index, the charge for the replacement index only, for replacement volumes only, and for each individual pocket part pamphlet supplement. These prices may be revised or adjusted from time to time during the term of this contract by the offeror with the approval of the Codification Counsel.
- C.12.3 The District will grant to the Contractor exclusive right to print, distribute and sell, in printed, bound-book format, and in electronic format sets and volumes of the D.C. Official Code and supplements and the D.C. Official code online for a period of 1 year, with 4 option years to be exercised at the Council's discretion.
- C.12.4 All of the Contractor's exclusive rights to print, sell and distribute the D.C. Official Code, 2001 Edition and supplements thereto shall terminate upon contract expiration.

C.12.5 **PURCHASES BY THE DISTRICT**

- C.12.6 The Council, will not be obligated to purchase any of the cumulative supplements, replacement volumes, or the replacement index, either as a subscriber or for any other reason, beyond 490 copies.

C.12.7 **MAINTAINING INVENTORY**

- C.12.8 The successful offeror shall print as many sets of the cumulative pocket part pamphlet supplements, replacement volumes, and the replacement index as requested by current and future D.C. Official Code subscribers and shall maintain sufficient inventory of complete current sets of the 2001 edition of the D.C. Official Code, including the most recent replacement volumes and cumulative pocket part and pamphlet supplements, for sale as requested by current and future D.C. Official Code subscribers.

- C.12.9 The District shall not be liable for any inventory that is maintained by the Contractor during the term of the contract, or any inventory existing upon expiration or termination of the contract. The Contractor may agree to sell its existing inventory to a successor of the contract upon mutual agreement by both parties.

C.12.10 **INTERNET AND TOLL-FREE -ORDERING**

- C.12.11 The successful offeror shall provide a toll-free number and internet ordering for subscribers and potential subscribers from anywhere in the continental United States for assistance or to place orders.

C.13 **SUBMISSION OF COMPUTER TAPES AND PROGRAMS TO THE DISTRICT**

- C.13.1 The successful offeror, upon completion of the publication requirements of this contract, shall submit to the District government copies of all computer tapes, in the format acceptable to the District, and any other publication medium used in the preparation of the supplements and replacement volumes.

C.14 **SUBSCRIBER'S LIST**

In order to maintain the continuity of the subscriber base to the D.C. Official Code, the Contractor will provide a current list of subscribers to the D.C. Official Code by February 1 and August 1 of each year. The subscriber list will include the name, full shipping address of the subscriber and the quantity of code updates received by the subscriber. The successful bidder would have access to the Council's current list of subscribers to the D.C. Official Code as supplied by its current Contractor.

PART I

SECTION D — PACKAGING AND MARKING

D.1 **IDENTIFICATION**

- D.1.1 The Contractor will mark all sets of the D.C. Official Code sold to any District of Columbia agency pursuant to the this contract by stamping the legend "Property of the District Government" on the outside cover of each replacement volume.
- D.1.2 The replacement volumes shall be marked on the binding with the year of the replacement and the words "Replacement" printed above the volume designation.

PART I

SECTION E — INSPECTION AND ACCEPTANCE

E.1 **INSPECTION AND ACCEPTANCE**

The inspection and acceptance requirements for the resultant contract shall be governed by clause number six (6) Inspection of Services, of the Government of the District of Columbia's Standard Contract Provision for use with Supplies and Services Contracts, dated March 2007.

PART I

SECTION F — DELIVERIES OR PERFORMANCE

F.1 **TERM OF CONTRACT**

- F.1.2 The term of the contract shall be for a period of one (1) year from date of award, with four (4) option years.

F.2 **TIME OF DELIVERY ESSENTIAL**

- F.2.1 Time of delivery is of the essence. Delivery of the annual supplements to the D.C. Official Code shall be made on or before June 15th of each calendar year.

F.3 **DELIVERY**

- F.3.1 The cumulative pocket part supplements and pamphlet supplements, the replacement volumes, the replacement indexes, and the CD-Roms shall be

packaged in sets and delivered as follows:

(1) 40 sets to the Council; and

(2) Up to 450 sets delivered to individual District of Columbia government subscribers using address information supplied by the Council prior to the shipment date. Any undeliverable packages shall be sent to the Council.

F.3.2 The Contractor shall supply a full set of the 2001 Edition upon request by any individual.

F.3.3 The Contractor shall supply any current individual volume of the 2001 Edition upon request by any individual.

PART I

SECTION G — CONTRACT ADMINISTRATION DATA

G.1 **PAYMENT**

G.1.1 The District shall pay the Contractor upon receipt and approval of the required services specified herein by the Contracting Officer's Technical Representative (COTR).

G.2 **DELIVERY RECEIPTS AND INVOICES**

G.2.1 Upon completion of all deliveries signed and dated delivery receipts and invoices shall be sent to:

Council of the District of Columbia
1350 Pennsylvania Avenue, N.W., Suite 5
Washington, D.C. 20004
Jamaine Taylor
Telephone: (202) 724-8080
Email: jtaylor@dccouncil.us

G.2.2 In accordance with District of Columbia Procurement Regulations, all goods and services delivered within a fiscal year (October 1 – September 30) must reflect an invoice date no later than September 30th. In order to comply with District of Columbia Procurement Regulations, all invoices submitted under this contract must reflect the following:

(a) Invoice Date reflecting date of delivery;

(b) Service/Billing Period no later than September 30th of the active fiscal year.

G.3 **CONTRACTING OFFICER**

- G.3.1 The Contracting Officer is the only District official authorized to contractually bind the District through signing contract documents. All correspondence to the Contracting Officer shall be forwarded to:

Nyasha Smith
Secretary to the Council
Office of the Secretary
Council of the District of Columbia
1350 Pennsylvania Avenue, N.W., Suite 5
Washington, D.C. 20004
Telephone: (202) 724-8080
Email: nsmith@dccouncil.us

G. **CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

- G.4 The COTR is responsible for the technical administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, or ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in writing by the Contracting Officer. The COTR for this contract is:

Office of the General Counsel
Council of the District of Columbia
1350 Pennsylvania Avenue, N.W., Suite 4
Washington, D.C. 20004
Attn: Ben Bryant
Telephone: (202) 724-8026
Email: bbryant@dccouncil.us

G.5 **REQUEST FOR PROPOSAL CONTACT PERSON**

- G.5.1 The contact person is responsible for answering any questions relative to the Request for Proposal. Any questions shall be submitted no later than live (5) calendar days prior to the closing date to the following:

Office of the Secretary
Council of the District of Columbia
1350 Pennsylvania Avenue, NW, Suite 5
Attn: Dawn Cromer

Washington, D.C. 20004
Telephone: (202) 724-8127
Email: dcromer@dccouncil.us

H.1 **DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determinations No. 2005-2103, Revision No. 8, dated May 26, 2009, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as part of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

PART II

I.1 **APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts, dated March 2007 ("SCP"), are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading "Information", then click on "Standard Contract Provisions — Supplies and Services Contracts".

I.2 **CONFIDENTIALITY OF INFORMATION**

All information obtained by the Contractor relating to any employee or customer of the District shall be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.3 **RIGHTS IN DATA**

I.3.1 "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data

and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.3.2 All data first produced in the performance of this contract shall be the sole property of the Council. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the Council under this Contract, are works made for hire and are the sole property of the Council; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the Council the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the Council all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the Council until such time as the Council may have released such data to the public.

I.3.3 The Contractor shall keep computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.3.4 Nothing contained in this clause shall imply a license to the Council under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the Council under any patent.

I.4 **SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or services so subcontracted shall be performed pursuant to a subcontract agreement, which the Council will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the Subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the Council for all Contractor's work and services required hereunder.

PART III

J.1 SCHEDULE PRICE MATRIX

J.1.1 AGGREGATE AWARD GROUP

Quantity Unit Cost per year

Item No. C.2.1

D.C. Code online 1 Set \$0.00

Item No. C.2.4

Cumulative Pocket 490 Set \$231.00
Parts and Index

Item No. C.2.4

Cumulative Pamphlet 490 Set \$101.00
Supplements

Item No. C.2.4

Replacement Volumes 490 Set \$37.00

Item No. B.1

D.C. Court Rules
Annotated or Otherwise 2 Set \$0.00

Item No. C.4

CD-Rom Version of the
D.C. Official Code 10 Ea \$0.00

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

K.1 TYPE OF BUSINESS ORGANIZATION

K.1.1 The bidder, by checking the applicable box, represents that

(a) It operates as:

☒ a corporation incorporated under the laws of the State of New York;

☐ an individual,

☐ a partnership,

☐ a nonprofit organization, or

☐ a joint venture.

(b) If the bidder is a foreign entity, it operates as:

- ☐ an individual,
- ☐ a joint venture, or
- ☐ a corporation registered for business in _____

K.3 BUY AMERICAN CERTIFICATION

The bidder hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

EXCLUDED END PRODUCTS COUNTRY OF ORIGIN

K.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Bidder shall check one of the following:

☒ No person listed in Clause 13 of the SCP, -District Employees Not To Benefit" will benefit from this contract.

☐ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the bidder is considered to be a certification by the signatory that:

1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to:

- (i) those prices
- (ii) the intention to submit a contract, or
- (iii) the methods or factors used to calculate the prices in the contract.

2) The prices in this Contract have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before Contract opening unless otherwise required by law; and

3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory:

1) Is the person in the bidder's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

Anders P. Ganten, Senior Director, Government Content Acquisition

(insert fill name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the bidder's organization);

As an authorized agent, does certify that the principals named in subdivision (b)(2) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)(2) above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 **METHOD OF AWARD**

L.1.1 The Council reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the Council.

L.1.2 The Council intends, but is not obligated, to award single contract(s) resulting from this solicitation to the responsive and responsible bidder(s) who has/have the lowest bid(s).

L.2 **PREPARATION AND SUBMISSION OF BIDS**

L.2.1 Bidders shall submit a signed original and three (3) copies. The Council will not accept a facsimile copy of a bid as an original bid. All items accepted by the Council, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. **Each bid shall be submitted in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. (as specified in Section A.3)"**

L.2.2 The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.

L.2.3 The Council may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.

L.2.4 The Council may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

L.3 **FAMILIARIZATION WITH CONDITIONS (SERVICES)**

Bidders shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered and the conditions under which the work is to be accomplished. Bidders will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.4 **BID SUBMISSION DATE AND TIME**

Bids must be submitted no later than *4:00 pm Eastern Standard (EST) time on April 24, 2012.*

L.5 **WITHDRAWAL OR MODIFICATION OF BIDS**

A bidder may modify or withdraw its bid upon written, email notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

L.6 **LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

L.6.1 Bids, modifications to bids, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

a. The bid or modification was sent by registered or certified mail no later than the fifth (5th) day before the date specified for receipt of bids; or

b. The bid or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the Council after receipt.

L.6.2 **POSTMARKS**

The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

L.6.3 **Late Submissions**

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.6.4 Late Modifications

A late modification of a successful bid which makes its terms more favorable to the District will be considered at any time it is received and may be accepted.

L.6.5 Late Bids

A late bid, late modification or late withdrawal of a bid that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful bids resulting from this solicitation.

L.7 **HAND DELIVERY OR MAILING OF BIDS**

Bidders must deliver or mail their bids to the address in Section A.8 of the cover page.

L.8 **ERRORS IN BIDS**

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In the event of a discrepancy between the unit price and the total price, the unit price shall govern.

L.9 **QUESTIONS ABOUT THE SOLICITATION**

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the Contracting Officer. The prospective bidder shall submit questions no later than five (5) days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than five (5) days before the date set for submission of bids. The District will furnish responses promptly to all other prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

L.10 **FAILURE TO SUBMIT BIDS**

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Contracting Officer, by letter or postcard whether they want to receive future solicitations for similar

requirements. It is also requested that such recipients advise the Contracting Officer, of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the Contracting Officer, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.11

BID PROTESTS

Any actual or prospective bidder or Contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, NW., Suite 430, Washington, D.C. 20005. The aggrieved person shall also mail a copy of the protest to the Contracting Officer.

L.12

SIGNING OF BIDS

L.12.1

The Contractor shall sign the bid and print or type its name on the Solicitation. Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.12.2

All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or Contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.13 **ACKNOWLEDGMENT OF AMENDMENTS**

The bidder shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A.14 of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

L.14 **LEGAL STATUS OF BIDDER**

Each bid must provide the following information:

L.14.1 Name, address, telephone number, D-U-N-S number and federal tax identification number of bidder;

L.15.2 A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2861 et seq. (2001), if the bidder is required by law to make such certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bidder shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.15.3 If the bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.16 **STANDARDS OF RESPONSIBILITY**

The prospective Contractor must demonstrate to the satisfaction of the Council the capability in all respects to perform fully the contract requirements, therefore, the prospective Contractor must submit the documentation listed below, within live (5) days of the request by the District.

L.16.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract;

L.16.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;

- L.16.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them;
- L.16.4 Evidence of compliance with the applicable District licensing and tax laws and regulations;
- L.16.5 Evidence of a satisfactory performance record, record of integrity and business ethics;
- 1-16.6 Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them;
- L.16.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations; and
- L.16.8 If the prospective Contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective Contractor to be nonresponsive.